

Exhibit V

BILL OF SALE

THIS BILL OF SALE, made as of this 21st day of November, 2022, by and between **WESTBOROUGH SPE, LLC.**, a Delaware corporation, whose mailing address is 2 Harrison Street 6th Floor San Francisco, CA 94105, (hereinafter referred to as "Seller") and **DENISE EDWARDS and LOLONYON AKOUETE** both whose post office address is 1241 Deer Pk Ave suite 1 #1051 North Babylon, NY 11703, as joint tenants, (hereinafter referred to as the "Buyer").

Whereas the Seller desires to sell and the Buyer desires to buy the business of a certain WESTBOROUGH SPE LLC now or previously being operated at 50 CALIFORNIA ST STE 3610 SAN FRANCISCO, CA 94111 and known as WESTBOROUGH SPE and all assets thereof, the parties hereto agree and covenant as follows:

1. The total purchase price for the name of the business, all online resources (websites, BBB listings, etc.), all assets and/or monies due is \$646,000.00 dollars payable as follows:
 - a) \$100 paid in cash; certified or bank checks, as a deposit upon execution of this Agreement, to be held by Seller.
 - b) \$645,900.00 additional to be paid by check, check to be sent within 7 months of Buyer's receipt of this document.
2. The property to be sold hereunder shall be conveyed by this standard form Bill of Sale, duly executed by the Seller and/or an authorized representative of the Seller.
3. Seller warrants that there are no debts owed by Seller except those listed below:

Corporation Annual Tax Due: \$1,593.00
Tax title: \$391,541.93

~~Seller further agrees that if there is additional debt owed by Seller, not disclosed, Seller is solely responsible for that debt.~~

SS TBS.

4. If the Buyer fails to fulfill his obligations herein, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages.

5. This agreement for sale shall also serve as a bill of sale.

6. The Seller agrees that this Agreement is contingent upon the following condition:

Buyer being able to re-activate the business with any/all agencies that handle the regulation or recordation of the business.

7. All of the terms, representations and warranties shall survive the closing. This Agreement shall bind and inure to the benefit of the Seller and Buyer and their respective heirs, executors, administrators, successors and assigns.

8. If this Agreement shall contain any term or provision which shall be invalid or against public policy or if the application of same is invalid or against public policy, then, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

9. For further clarity, the business in question was registered in the State of Delaware and was also registered as a foreign corporation in the State of Massachusetts. The tax identification number associated with the business was 94-3286768 and ID #: 000593094.

IN WITNESS WHEREOF, the party hereto have caused this instrument to be executed on the day and year dated below.

Jan Blaustein Scholes Dated 12/28/22
SELLER: Jan Blaustein Scholes, its President

State of Arizona

County of Maricopa

I, Billie J. Wahl, Notary Public, do hereby certify that Jan Blaustein Scholes (name of individual(s) whose acknowledgment is being taken), acting as President for Westborough SPE LLC, and swearing and affirming that he/she has authority to sell Westborough SPE LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 28 day of December 2022. (Official Seal)

Official Signature of Notary Billie J. Wahl

Notary's printed or typed name Billie J. Wahl

Notary Public My commission expires: 02-28-2023

